

December \_\_, 2018

**IMPORTANT NOTICE TO POTENTIAL CLASS MEMBERS**

**REGARDING A CASE PENDING IN THE U.S. DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF OHIO EASTERN DIVISION**

TO: All current and former manufacturing employees of The Lubrizol Corporation, including union members, as well as individuals employed by third-party staffing agencies, who worked at locations within the United States between January 2, 2015 and the present.

RE: Your right to join a collective action seeking to recover unpaid overtime compensation.

**1. PURPOSE OF THIS NOTICE**

This Notice informs you of a collective action that has been filed under the Fair Labor Standards Act (“FLSA”), advises you of your rights as a potential plaintiff, and tells you how you can be included in the action. If you wish to be included in this collective action as a plaintiff, you must sign and return the enclosed Consent Form as explained below.

**2. DESCRIPTION OF THE ACTION**

On January 2, 2018, this collective action was filed against Defendant The Lubrizol Corporation (“Lubrizol”) in the U.S. District Court for the Northern District of Ohio, Case No. 1:18-cv-00011, Judge Christopher A. Boyko presiding. The action was filed on behalf of named Plaintiff Daniel Jones and all other similarly-situated individuals.

Plaintiff Daniel Jones was employed by Lubrizol as a non-exempt manufacturing employee, working as a material handler, at Lubrizol’s Painesville, Ohio location. Plaintiff alleges that Lubrizol violated the FLSA by failing to pay non-exempt manufacturing employees for work that they performed before and after their scheduled start and stop times, including: a) changing into and out of their uniform and personal protective equipment, such as a flame-retardant shirt, flame-retardant pants, chemical-resistant boots, glasses, a hard hat, a respirator, a yellow safety vest and/or hearing protection; b) walking to and from their assigned area of the production floor; and c) getting tools and equipment necessary to perform their production work, such as keys, radios, and badges.

Plaintiff alleges that he and all other similarly-situated individuals are entitled to recover from Lubrizol: (a) unpaid overtime compensation; (b) liquidated damages; (c) attorneys’ fees; and (d) costs under the FLSA. Lubrizol has denied these charges and believes it has properly paid employees.

On October 25, 2018, the Court partially granted Plaintiff’s Motion for Conditional Certification, and ordered that notice of the lawsuit be issued to employees in the class defined herein. However, the Court’s decision that notice may be issued does not indicate a belief that Plaintiff’s claim has any merit. The court has not decided whether Plaintiff or Lubrizol is correct. The right to recover wages for any Plaintiff has not been established and is not guaranteed or certain.

**3. YOUR RIGHT TO PARTICIPATE IN THIS ACTION**

Plaintiff seeks to sue not only for himself, but also for other persons with whom he is similarly situated. Plaintiff alleges that those individuals are current and former manufacturing employees of The Lubrizol Corporation, including union members, as well as individuals employed by third-party staffing agencies, who worked at locations within the United States between January 2, 2015 and the present. If you fit within this definition, you have the right to participate in this action.

**4. HOW TO PARTICIPATE IN THIS ACTION**

To join this collective action, you must sign and return the enclosed “Consent Form.” You can return the Consent Form by: (a) signing it electronically (eSigning) via PDF; (b) mailing it to Plaintiff’s counsel in the self-addressed and postage-prepaid envelope included with this Notice; (c) faxing the form to Plaintiff’s counsel at 216-696-7005; (d) scanning the form and emailing it to Plaintiff’s counsel at [consent@lazzarolawfirm.com](mailto:consent@lazzarolawfirm.com).

**The signed Consent Form must be eSigned, postmarked, faxed, or emailed by January \_\_, 2019.** If you wish to join, you should return the Consent Form as soon as possible because the time period for which you can seek potential recovery (if any) will depend on when this form is filed with the Court. If you lose or misplace the enclosed Consent Form, or if you have any questions about filling out or returning the Consent Form, you may contact Plaintiff’s counsel listed in paragraph 8 of this Notice.

#### **5. NO RETALIATION PERMITTED**

The law does not permit Lubrizol, or any of its agents or employees, to discharge you, or in any manner harass, discriminate or retaliate against you for taking part in this collective action.

#### **6. EFFECT OF JOINING THIS ACTION**

If you join this collective action, you will be bound by any judgment that is rendered, whether favorable or unfavorable, and share in any recovery. If there is a settlement, you will also be bound by, and share in, any settlement that may be reached on behalf of the class.

By joining this action, you designate the named Representative Plaintiff as your agent to make decisions on your behalf concerning the litigation, the method and manner of conducting this litigation, the entering of an agreement with Plaintiff's counsel concerning fees and costs, the resolution of this matter (whether by settlement or trial), and all other matters pertaining to this action. As a party to the lawsuit, however, you may be required to produce evidence of your claim, and may be required to sit for a deposition and/or provide testimony under oath. You must preserve all documentation in your possession relating to your potential claim and your employment with Lubrizol.

Plaintiff's counsel states that the named Plaintiff in this matter has entered into a contingency fee agreement with Plaintiff's counsel, which means that if there is no recovery, there will be no attorneys' fees or costs chargeable to you. If there is a recovery of wages, liquidated damages, and/or attorneys' fees and costs, Plaintiff's counsel will be paid whatever attorneys' fees and costs the Court orders or approves as fair and reasonable. The fees and costs will either be subtracted from the total recovery obtained from Lubrizol in the amount of thirty-three and one-third percent (33-1/3%) of your total recovery plus costs expended by Plaintiff's counsel on your behalf, or they may be paid separately by Lubrizol, if the Court so orders. If there is no recovery, Plaintiff's counsel will not be paid for their work on this case.

#### **7. NO LEGAL EFFECT OF NOT JOINING THIS ACTION**

If you choose not to join this action, you will not be bound by any judgment or settlement, whether favorable or unfavorable, and you will not share in any recovery. If you believe you are owed unpaid compensation, you are free to bring your own claim; however, the pendency of this action will not stop the running of the statute of limitations as to any claims you may have until you file your own lawsuit.

#### **8. YOUR LEGAL REPRESENTATION IF YOU JOIN**

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#### **9. THE LUBRIZOL CORPORATION IS REPRESENTED BY**

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**10. FURTHER INFORMATION**

Further information about this Notice or the action may be obtained from Plaintiff's counsel at 216-696-5000. The call is free and confidential.

**PLEASE DO NOT CONTACT THE COURT REGARDING THIS NOTICE. THE COURT HAS TAKEN NO POSITION IN THIS CASE REGARDING THE MERITS OF PLAINTIFF'S CLAIMS OR OF LUBRIZOL'S DEFENSES.**

